This Agreement sets out the terms on which you grant University of South Alabama (the “University”) rights
to deposit and store materials submitted by you to JagWorks@USA and to make your materials available
to the public.

**Description of Your Submission (the “Works”).** (choose one)
- □ Materials listed on the attached Works Submitted page
- □ All materials submitted now and all future materials you submit

**Non-exclusive License.** You grant to the University a perpetual, non-exclusive, world-wide, royalty-
free, sub licensable license to:
  a. deposit and store electronic versions of the Works in JagWorks@USA;
  b. publish and make the Works available to view and download for free and to use for non-commercial,
     research, educational or other academic purposes, or for personal use;
  c. create back-up copies of the Works for security and preservation purposes; and
  d. convert the Works, without changing the content, to any other format or medium necessary for
     preservation, storage and use of the Works.

**Your Representations.** You represent and warrant that:
  a. the Works are your original work;
  b. to the best of your knowledge, the Works do not infringe on anyone else’s copyright or other legal rights
     and do not contain anything which is false, defamatory, unlawful, misleading or deceptive;
  c. if the submission contains material for which you do not hold copyright and that exceeds fair use, you
     have obtained the unrestricted permission of the copyright owner to grant the University the rights
     required by this license, and that such third-party owned material is clearly identified and acknowledged
     within the text or content of the submission;
  d. you have the right, power and authority to agree to these terms and conditions and to grant the University
     the rights set forth herein; and
  e. if any of the Works were sponsored or supported by a party other than the University (e.g., a government
     agency, corporate sponsor, or private funder), you have complied with any prior review or other
     obligations or requirements imposed by that contract or agreement.

**Removalfrom JaWorks@USA.** You acknowledge and agree that the University is not obliged to deposit
or store the Works in JagWorks@USA and may elect to do so or not in its sole discretion.

**Waiver.** You waive and release the University from any and all claims and liability in connection with its use of
the Works, and you acknowledge and agree that the University’s use of the Works will proceed in reliance
upon such waiver and release.

**Indemnification.** You agree to indemnify and hold harmless the University and its respective agents and
employees against any and all damages, claims, costs, and liabilities (including reasonable attorneys’ fees)
arising out of or related to its use of the Works, including, but not limited to any such damages, claims, costs,
or liabilities arising out of or related to claims by third parties that the Work infringes on the patent, copyright,
trademark, trade secret, or other intellectual property rights of others.

By signing below, you confirm your acceptance of this Agreement.

---

Date: _____________________________Signature: _________________________________

Print Name: ________________________________Title: _________________________________

*If you have any questions about JagWorks@USA, please contact jagworks@southalabama.edu.*
Works Submitted

List below the the works you are submitting pursuant to the attached JagWorks@USA License Agreement. For journal articles, provide the title and citation; for book chapters, the chapter title, book title, and publisher.

If you have any questions about JagWorks@USA, please contact jagworks@southalabama.edu.